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Attorneys for Defendants
ATI TRUCKING, LLC and BRIDGEWAY
LOGISTICS GROUP, LLC (incorrectly
sued herein as BRIDGEWAY)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

RYAN COBBS,

Plaintiff,

v.

ATI TRUCKING, LLC; PREMIUM
TRANSPORTATION GROUP, INC., dba PEI
OHIO, INC.; BRIDGEWAY; and DOES 1
through 20, inclusive,

Defendants.

Case No. 1:25-cv-00021-JLT-SKO

**JOINT STIPULATION TO CONSOLIDATE
CASE NO. 25-cv-00021 (LEAD CASE) WITH
CASE NO. 25-cv-00023; ORDER
CONSOLIDATING CASES AND
CONTINUING INITIAL SCHEDULING
CONFERENCE**

(Doc. 16)

[Fresno County Superior Court Case No.
24CECG05094]

Complaint Filed: November 20, 2024
Removal: January 6, 2025

DAVID SASSER,

Plaintiff,

v.

ATI TRUCKING, LLC; PREMIUM
TRANSPORTATION GROUP, INC., dba PEI
OHIO, INC.; BRIDGEWAY; and DOES 1
through 20, inclusive,

Case No. 1:25-cv-00023-BAM

[Fresno County Superior Court Case No.
24CECG05119]

Complaint Filed: November 21, 2024
Removal: January 6, 2025

Defendants.

SUBJECT TO THE APPROVAL OF THIS COURT, THE PARTIES, THROUGH THEIR RESPECTIVE ATTORNEYS OF RECORD, HEREBY STIPULATE AS FOLLOWS:

WHEREAS, on November 20, 2024, Plaintiff Ryan Cobbs (“Cobbs”) filed his Complaint in Case No. 25-CV-00021 in the Superior Court for the County of Fresno, California, Fresno County Superior Court Case No. 24CECG05094 (the “Cobbs Action”), against Defendants ATI Trucking, LLC, Bridgeway Logistics Group, LLC (incorrectly sued as “BRIDGEWAY”), and PEI Ohio, Inc. (erroneously sued herein as PREMIUM TRANSPORTATION GROUP, INC., (dba PEI OHIO, INC.) an Ohio Corporation) (collectively, “Defendants”). The Cobbs Action alleges causes of action for: (1) violation of California Labor Code §§ 233, 234, 246.5, and 2810.5; (2) wrongful termination; (3) misclassification; (4) failure to reimburse work-related expenses in violation of California Labor Code §§ 2802, *et seq.*; (5) failure to provide meal and rest breaks in violation of California Labor Code §§ 226.7 and 512; (6) inaccurate wage statements in violation of California Labor Code § 226(A); (7), waiting time penalties in accordance with California Labor Code §§ 200-204 (Count VII); and (8) violation of California’s Business and Professions Code § 17200, *et seq.*;

WHEREAS, on November 21, 2024, Plaintiff David Sasser filed his Complaint in Case No. 25-CV-00021 in the Superior Court for the County of Fresno, California, Fresno County Superior Court Case No. 24CECG05094 (the “Sasser Action”), against the same Defendants named in the Cobbs Action. The Sasser Action alleges causes of action for: (1) misclassification; (2) failure to reimburse work-related expenses in violation of California Labor Code §§ 2802, *et seq.*; (3) failure to provide meal and rest breaks in violation of California Labor Code §§ 226.7 and 512; (4) inaccurate wage statements in violation of California Labor Code § 226(A); (5) waiting time penalties in accordance with California Labor Code §§ 200-204 (Count VII); and (6) violation of California’s Business and Professions Code § 17200, *et seq.*;

WHEREAS, Defendant PEI Ohio, Inc. filed its Answers in both actions on December 27, 2024, and Defendants ATI Trucking, LLC and Bridgeway Logistics Group, LLC (incorrectly sued as “BRIDGEWAY”) filed their Answers in both actions on January 2, 2025. Thereafter, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendants ATI Trucking, LLC and Bridgeway Logistics Group, LLC

1 (incorrectly sued as “BRIDGEWAY”) noticed the removal of both the Cobbs Action and the Sasser Action
2 to this Court on January 6, 2025, which removals were consented to and joined by Defendant PEI Ohio,
3 Inc.;

4 **WHEREAS**, the Cobbs Action and the Sasser Action are both currently pending before this Court
5 and have common issues of law and fact or either, including, but not limited to, (1) whether Plaintiffs were
6 misclassified; (2) whether Defendants failed to reimburse Plaintiffs’ work-related expenses in violation of
7 California Labor Code §§ 2802, *et seq.*; (3) whether Defendants failed to provide Plaintiffs meal and rest
8 breaks in violation of California Labor Code §§ 226.7 and 512; (4) whether Defendants issued inaccurate
9 wage statements in violation of California Labor Code § 226(A); (5) whether Plaintiffs are entitled to
10 waiting time penalties in accordance with California Labor Code §§ 200-204 (Count VII); and (6) whether
11 Defendants violated California’s Business and Professions Code § 17200, *et seq.*;

12 **WHEREAS**, these questions of law and fact relating to liability are identical in both the Cobbs
13 Action and the Sasser Action, which involve the same Parties and are based on the same or similar claims
14 and theories;

15 **WHEREAS**, it is in the interest of judicial efficiency and economy to consolidate the Cobbs
16 Action and the Sasser Action to avoid duplicative efforts by the Parties litigating these issues, avoid
17 repetitive trials of the same common issues, avoid unnecessary costs and delays to the Court and Parties
18 by permitted the same witnesses to be called to testify, and to prevent a risk of inconsistent adjudications;

19 **WHEREAS**, the Parties, believing it to be in the interests of judicial economy and of all Parties
20 for the Cobbs Action and the Sasser Action to be consolidated for all purposes, conferred at the Parties’
21 March 21, 2025 conference pursuant to Fed. R. Civ. P. 26(f), and agreed to the form and substance of this
22 Joint Stipulation;

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1 **NOW THEREFORE**, subject to the approval of this Court and pursuant to Fed. R. Civ. P. 42, the
2 Parties, through their respective attorneys of record, hereby stipulate and agree that the Sasser Action,
3 Case No. 25-CV-00023, be consolidated with the Cobbs Action, Case No. 25-CV-00021, for all purposes
4 including discovery and trial.

5 Dated: March 31, 2025

Respectfully submitted,

7 /s/ Rachel Chatman

8 JOSEPH N. GROSS (pro hac vice)
9 RACHEL CHATMAN (CA 206775)
ERIC M. FLAGG (pro hac vice)
Benesch, Friedlander, Coplan & Aronoff LLP

10 Attorneys for Defendants
11 ATI TRUCKING, LLC and BRIDGEWAY
12 LOGISTICS GROUP, LLC (incorrectly sued herein
as BRIDGEWAY)

13 Dated: March 31, 2025

JACKSON LEWIS P.C.

14
15 By: /s/ Nicole M. Shaffer

Nicole M. Shaffer
Mayra Hernandez

17 Attorneys for Defendant
18 PEI OHIO, INC., an Ohio Corporation (erroneously
19 sued herein as PREMIUM TRANSPORTATION
20 GROUP, INC., (doing business as PEI OHIO, INC.)
an Ohio Corporation)

21 Dated: March 31, 2025

WEST COAST TRIAL LAWYERS, APLC

22 /s/ Ashley J. Garay

23 Ronald L. Zambrano, Esq.
24 Ashley J. Garay, Esq.
25 Lilit Kyababchian, Esq.
Attorneys for Plaintiff,
26 RYAN COBBS
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ORDER

In view of the parties' foregoing Stipulation to Consolidate (Doc. 16), and good cause appearing, IT IS HEREBY ORDERED that:

1. The Clerk of Court shall consolidate *Cobbs v. ATI Trucking, LLC*, Case No. 1:25-cv-00021-JLT-SKO, with *Sasser v. ATI Trucking, LLC*, Case No. 1:25-cv-00023-JLT-BAM, for all purposes;
2. All future filings and correspondence shall use Case No. 1:25-cv-00021-JLT-SKO;
3. The Clerk shall move Doc. Nos. 1, and 3–15 from the docket of Case No. 1:25-cv-00023-JLT-BAM to the docket of Case No. 1:25-cv-00021-JLT-SKO;
4. The Clerk shall administratively close *Sasser v. ATI Trucking, LLC*, Case No. 1:25-cv-00023-JLT-BAM¹;
5. The Clerk shall file a copy of this Order in Case No. 1:25-cv-00023-JLT-BAM; and
6. In the interest of litigation economy and judicial efficiency, the Initial Scheduling Conference is **CONTINUED to May 15, 2025, at 9:30 AM** before Magistrate Judge Sheila K. Oberto. The parties SHALL file their joint scheduling report 7 days prior to the conference.

IT IS SO ORDERED.

Dated: **April 7, 2025**

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE

¹ The Court notes that administratively closing this case has no impact whatsoever on the merits.